

**HORNBECK OFFSHORE SERVICES, LLC***Service with Energy*

ATP Oil & Gas Corporation
 Attention: Accounts Payable
 4600 Post Oak Place
 Suite 200
 Houston Texas 77027

Invoice Number: 005118-M
 Purchase Order:
 AFE Number:
 Invoice Date: 02/22/2011
 Job Number: TC0634-02
 Payment Terms: NET 60
 Vendor/Contract Number:

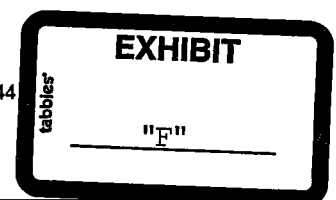
Miscellaneous Items:

Item Description	Vessel	Quantity	Rate	Markup	Total
AFFILIATED MARINE SUPPLY INVOICE# AMS83829, DATED 10/29/10	HOS SILVER ARROW	1.000	5,023.08 Flat Fee	15.00 %	5,776.54
DTS INVOICE# 36538, DTED 11/09/10	HOS SILVER ARROW	1.000	582.89 Flat Fee	15.00 %	670.32
DTS INVOICE# 36539, DATED 11/09/10	HOS SILVER ARROW	1.000	505.00 Flat Fee	15.00 %	580.75
Miscellaneous Total:					7,027.62 USD

TO INVOICE YOUR ACCOUNT FOR CATERING AND SATELLITE SYSTEM RENTAL AND REMOVAL PER THE SHORT FORM TIME
 CHARTER AGREEMENT DATED 10/14/10.

PLEASE SEE THE ATTACHED FOR DETAILS.

Payment by Wire transfer to: CAPITAL ONE, N.A. - ABA No. 065-000-090
 For the Account of HORNBECK OFFSHORE SERVICES, LLC - Acct 812519034-SWIFT HIBKUS44
 REMITTANCE ADDRESS: P.O. Box 54863 - New Orleans, LA 70154-4863
 E-mail remittance to: ar@hornbeckoffshore.com





HORNBECK OFFSHORE SERVICES, LLC
Service with Energy

ATP Oil & Gas Corporation
 Attention: Accounts Payable
 4600 Post Oak Place
 Suite 200
 Houston Texas 77027

Invoice Number: 005661-TC
 Purchase Order:
 AFE Number:
 Invoice Date: 07/26/2011
 Job Number: TC0723-01
 Payment Terms: NET 60
 Vendor/Contract Number:

Charter Period:

Vessel	Start Date	End Date	Total Days	Rate	Total
HOS IRON HORSE	07/04/2011 00:00	07/14/2011 18:00	10.750	85,000.00 Per Day	913,750.00
Charter Total:					913,750.00
Invoice Total:					913,750.00 USD

Payment by Wire transfer to: CAPITAL ONE, N.A. - ABA No. 065-000-090
 For the Account of HORNBECK OFFSHORE SERVICES, LLC - Acct 812519034-SWIFT HIBKUS44
 REMITTANCE ADDRESS: P.O. Box 54863 - New Orleans, LA 70154-4863
 E-mail remittance to: ar@hornbeckoffshore.com
 Any questions regarding this invoice should be directed to (985) 727-6927

103 Northpark Blvd., Suite 300
 Covington, Louisiana 70433

Phone: (985) 727-2000
 Fax: (985) 727-3606

**HORNBECK OFFSHORE SERVICES, LLC***Service with Energy*

ATP Oil & Gas Corporation
 Attention: Accounts Payable
 4600 Post Oak Place
 Suite 200
 Houston Texas 77027

Invoice Number:

005742-F

Purchase Order:

AFE Number:

Invoice Date:

Job Number:

TC0702-04

Payment Terms:

NET 60

Vendor/Contract Number:

Vessel Name: HOS:BRIMSTONE

	On Charter (GAL)	Off Charter (GAL)	Usage	Rate (GAL)	Subtotal	Markup	Total
Water:	0	0	0	0.00	0.00		0.00
Fuel:	49,838	49,770	68	3.39	230.52		230.52
Lube:	1,975	1,975	0	0.00	0.00		0.00

Invoice Total:

230.52 USD

TO RECONCILE FUEL AND LUBE FOR THE CHARTER HIRE PERIOD OF 05/18/11 12:00 TO 08/02/11 04:00

8/10/11
 8/15/11
 8/11/11
 8/11/11

Payment by Wire transfer to: CAPITAL ONE, N.A. - ABA No. 065-000-090
 For the Account of HORNBECK OFFSHORE SERVICES, LLC - Acct 812519034-SWIFT HIBKUS44
 REMITTANCE ADDRESS: P.O. Box 54863 - New Orleans, LA 70154-4863

E-mail remittance to: ar@hornbeckoffshore.com

Any questions regarding this invoice should be directed to (985) 727-6927

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Fax: (985) 727-3606



HORNBECK OFFSHORE

On/Off Charter Sheet

Vessel Name: HOS BEIMSTONE

Charter Information		
On/Off Charter @: <u>1200</u>	Hours (Confirm On/Off Hours w/Office)	Date: <u>5-18-11</u>
Charterer: <u>ATP</u>		Charterer's Rep:
Location: <u>PORT FOURCHON, LA</u>		Charterer's Tel:
Tank #	Soundings (Note: Sound/List All Oil Tanks)	Gallons
9 PORT	0' 0"	73
9 STARBOARD	0' 0"	73
11 PORT	3' 4"	10135
11 STARBOARD	3' 4"	10135
11 CENTER	0' 6"	3097
16 CENTER	0' 6"	2593
PORT DAYTANK	16' 5"	11896
STARBOARD DAYTANK	16' 8"	11982
Total Fuel Aboard:	<u>49838</u>	
Main Engine Oil:	<u>971</u>	
Gear Oil:	<u>539</u>	
Hydraulic Oil:	<u>465</u>	
Drill Water:	<u>4000 BBLs</u>	
Potable Water:	<u>1000 BALS</u>	
Deck Inventory:		
Cargo Hoses		
Oil Cargo (#/size)		
Vapor Recovery (#/size)		
Dry Bulk (#/size)	<u>2 - 4" X 50'</u>	
Fuel (#/size)	<u>2 - 3" X 50'</u>	
Liquid Mud (#/size)	<u>2 - 4" X 50'</u>	
Water (#/size)	<u>2 - 4" X 50'</u>	
Other (#/size)		
Cordage		
Tie-Up lines (#/size)	<u>12 2.5" X 75'</u>	
Other		
Lashing Gear		
Binders	<u>18</u>	
Chain (size/length)	<u>13 3/8" X 75'</u>	
Other		
Remarks:		
Master (Print Name): <u>JOHN KIRBY</u>	Charterer Rep (Print Name):	
Master (Sign Name): <u>John Kirby</u>	Charterer Rep (Sign Name):	
Third Party If applicable (Sign Name):		
Third Party If applicable (Sign Name):		

On/Off Charter Sheet

Charter Information		
On/Off Charter @: 0400	Hours (Confirm On/Off Hours w/Office)	Date: 8-2-11
Charterer: ATP		Charterer's Rep:
Location: FORT CHAN LA		Charterer's Tel: 985-396-3090
Tank #	Soundings (Note: Sound/List All Oil Tanks)	Gallons
7 PORT	2' 9"	9232
7 STD.	2' 6"	8242
11 PORT	10"	1838
11 STD.	5"	715
11 CENTER	5"	2710
16 CENTER	6"	2593
FIRST OIL TANK	17" 5'	12288
SECOND OIL TANK	17" 8'	12210
Total Fuel Aboard:		49770
Main Engine Oil:	13 P 6' 8" 14 P 6' 11" 15 P 9' 1"	808 + 96 = 904
Gear Oil:	14 S 6' 8"	318
Hydraulic Oil:	13 S 6' 3" 313 GAL 15 S 7' 10" 741 GAL	753
Drill Water:		4000
Potable Water:		1000
Deck Inventory:		
Cargo Hoses		
Oil Cargo (#/size)		
Vapor Recovery (#/size)		
Dry Bulk (#/size)	2 - 4" x 50"	
Fuel (#/size)	2 - 3" x 50"	
Liquid Mud (#/size)	2 - 4" x 50"	
Water (#/size)	2 - 4" x 50"	
Other (#/size)		
Cordage		
Tie-Up lines (#/size)	12 2.5" x 75'	
Other		
Lashing Gear		
Binders	18	
Chain (size/length)	13 3/8" x 75'	
Other		
Remarks:		
Master (Print Name): STANLEY A. DE SOUZA	Charterer Rep (Print Name): DAVID DALLIT	
Master (Sign Name): [Signature]	Charterer Rep (Sign Name): [Signature]	
Third Party If applicable (Sign Name):		
Third Party If applicable (Sign Name):		

Guidry, Susie

From: Cindy Fullilove [cindy@talensmarine.com]
 Sent: Monday, August 01, 2011 3:09 PM
 To: 'Dale Doucet'
 Subject: TALEN'S POSTINGS Monday - August 1, 2011 1400 FWD RE: DOCK & BARGE

TALEN

"A Quintana Energy Partners portfolio company"

"WE DELIVER quality goods and services to our customers in a timely, dependable and environmentally safe manner for over 40 years."

24/7 order & dispatch: (800)256-3835

TALEN'S POSTINGS Monday - August 1, 2011 1400 FWD RE: DOCK & BARGE

Military time & subject to change without notice) DOCK & BARGE POSTINGS

Talen reserves the right to recall, adjust bids due to errors or mkt changes, prior to actual delivery

	Service area	Barge delv	Dockside
	LA-ICW 193	3.3900	n/a
	LA-Lake Charles ICW 240	3.3900	n/a
	LA-Ameila/Morgan City ICW 99	3.3900	n/a
	LA-Fourchon	n/a	3.3900
	LA-Cameron	n/a	n/a
Dock & Barge, Diesel, off road red dye, no tax	LA-Freshwater City beacon 12	n/a	3.4300
	LA-Houma ICW 53-54	n/a	3.3900
	LA- Grande Isle / A-Port	n/a	3.4100
	TX-Port Arthur/Beaumont-ICW 289	3.4100	3.3600
	TX-Galveston/Port Bolivar/Pelican Cut	3.4100	3.3600
	TX-HOUSTON	3.3900	n/a

EXHIBIT "A"
TO MASTER TIME CHARTER AGREEMENT

Short Form Time Charter Agreement

THIS SHORT FORM TIME CHARTER AGREEMENT is made as of this 18th day of May, 2011 between Hornbeck Offshore Services ("OWNER"), the owner and/or operator of the Vessel described below ("Vessel"), and ATP OIL & GAS CORPORATION ("CHARTERER").

Pursuant to the terms of that certain Master Time Charter Agreement dated May 1, 2007, between OWNER and CHARTERER (the "Master Agreement"), the premises and covenants of which the Parties hereto are familiar with and incorporate herein by reference, OWNER agrees and does hereby time charter, and CHARTERER agrees to and does hereby hire, the Vessel subject to the following:

1. Description, Term, and Rates.

A. Description of Vessel:

Name: HOS BRIMSTONE

Official No.: 1124426

Stated Value of Vessel: \$29,100,000.00

B. Term:

Date and Time of Delivery: May 18, 2011 @ noon - to be confirmed by on charter soundings

Duration: Ninety (90) days firm

C. Port or Place of Delivery: Fourchon, LA

D. Port or Place of Redelivery: Fourchon, LA

E. Charter Hire Rates and Fees:

Daily Charter Rate: \$17,000.00 per day inclusive of rigging services utilizing up to four (4) persons

Meals/Berthing: \$115.00 per person / per day for all persons in addition to crew

F. Mobilization Fee:-----

G. Demobilization Fee:-----

2. The Vessel shall be allowed up to 24 hours of downtime per month. Only that portion of the day for which the Vessel was actually serviceable to ATP shall be invoiced. Downtime shall not be chargeable to ATP. This downtime allotment may not be accumulated on a month to month basis. If there is any downtime in excess of 24 hours, then ATP shall have the option during vessel downtime to contract a replacement vessel with the assistance of OWNER.

3. Early termination rights are as provided in the Master Agreement.

VFWAL
MTCA
HOSIATP

HOS Contract No.: 01-06-0014

4. For the purposes of this Charter, contractors of CHARTERER shall be deemed to be member of the CHARTERER GROUP for purposes of Article 10 Indemnities of the Master Agreement.

ACCEPTED AND AGREED TO THIS 18TH DAY OF May, 2011.

OWNER:
Hombek Offshore Services, LLC

By: Peter Fortier

Name: Peter Fortier
Title: Vice President, HOS Sales

CHARTERER:
ATP Oil & Gas Corporation

By: L. L. & T. S. WTD
KAP

Name:
Title:

V7FINAL
MTCA
HOSIATP

HOS Contract No.: 01-06-0014



HORNBECK OFFSHORE SERVICES, LLC
Service with Energy

Amendment 1

May 19, 2011

ATP Oil and Gas Corporation

Attn: Beth Patterson
Beth.Patterson@atpog.com

Dear Beth,

This letter agreement sets forth the understanding between Hornbeck Offshore Services, LLC ("Owner") and ATP Oil & Gas Corporation ("Charterer") and modifies the "Exhibit A, Vessel Charter" by and between Owner and Charterer dated May 18, 2011 for the charter of the HOS BRIMSTONE (the "Vessel Charter"). All other terms and conditions of the Vessel Charter shall remain in effect, except as expressly modified in this letter.

ATP requests and Hornbeck agrees to reduce the term of the charter set forth in 1.B. from 90 days to 30 days firm. In consideration of the foregoing reduction of the term, ATP hereby agrees that should ATP require the services of a vessel beyond the 30 day period, ATP shall so notify Hornbeck and grant Hornbeck the right, at Hornbeck's sole option, to extend the term at a mutually agreeable rate. In the event the parties cannot agree on a rate, ATP shall, prior to chartering another vessel, provide Hornbeck the opportunity to match any charter term and rate that ATP intends to award to another vessel owner/operator.

Please indicate your acceptance to the foregoing terms and conditions by executing this letter below. By your execution, the parties expressly agree that this letter agreement fulfills all conditions precedent, to modify the term of Exhibit A set forth in Article 1 of the Master Time Charter Agreement, dated May 1, 2007.

OWNER:
Hornbeck Offshore Services, LLC

By: 

Name: John Cook
Title: Senior Vice President

CHARTERER:
ATP Oil & Gas Corporation

By: 

Name:
Title:

WTD

103 Northpark Boulevard, Suite 300
Covington, Louisiana 70433

Phone: (985) 727-2000
Fax: (985) 727-3606

TC 0702-02.

**AMENDMENT NO. 2
TO EXHIBIT A**

This Amendment No. 2, dated June 17, 2011 shall serve to amend the Exhibit A dated May 18, 2011, as amended May 19, 2011, between Hornbeck Offshore Services, LLC ("Owner") and ATP Oil & Gas Corporation ("Charterer") for the charter of the HOS Brimstone (the "Vessel Charter"), as follows:

Item 1.B. Term:

Duration: The 30 day firm period is extended beginning June 17, 2011 @ noon for an additional 30 days.

Options: Ten 1 day options

Item 1.E.

Daily Charter Rate: The day rate shall be \$20,000.00 per day inclusive of 4 riggers effective June 17, 2011 @ noon.

All other terms and conditions of the Vessel Charter remain in full force and effect except as specifically amended herein.

ATP Oil & Gas Corporation

Name: _____
Title: _____
Date: _____

Hornbeck Offshore Services, LLC

Name: Ben Todd
Title: VP of ops, HOS
Date: June 17, 2011

AMENDMENT NO. 3
TO
EXHIBIT A

This Amendment No. 3 dated June 17, 2011, serves to suspend the Exhibit A agreement dated May 18, 2011, as amended May 19, 2011, between Hornbeck Offshore Services, LLC ("Owner") and ATP Oil & Gas Corporation ("Charterer") for the charter of the M/V. HOS BRIMSTONE (the "Vessel Charter"). ** and June 17, 2011*

Charterer and Owner mutually agree to suspend the charter of the HOS BRIMSTONE (the "Vessel") as set forth below:

1. **Suspension Period:**
The Suspension Period shall commence at the date and time upon which the Vessel begins its charter to Marathon Oil Company which is estimated to be on or about the June 17, 2011, @ 1200 hrs and shall continue until such time that the Marathon Charter is concluded. The suspension period is estimated to be 5 days, but in no event shall the suspension period exceed 30 days or the term of the charter period between Owner and Charterer, ~~days~~ unless otherwise agreed between the parties in writing.
2. **Port of Delivery:** Fourchon, Louisiana
3. **Port of Re-delivery:** Fourchon, Louisiana
4. **Special Provisions:**
 - A) During the Suspension Period Owner will charter the Vessel to Marathon Oil Company and Charterer shall be relieved of its obligation to pay the daily hire rate.
 - B) At the conclusion of the Suspension Period the Vessel shall be re-delivered to Charterer and recommence its charter under the Vessel Charter. The parties acknowledge that the Suspension Period shall run continuously with the Charter Period between Owner and Charterer such that the Vessel Charter shall not be extended by way of ~~any~~ *the* Suspension Agreement Period.
 - C) Charterer acknowledges that ~~some~~ the vessel's tanks are clean and ~~some~~ contain cargo as set forth below:
 - a. **Clean tanks**
 1. All bulk tanks;
 2. #8 port and starboard liquid mud tanks;
 3. #8 port and starboard liquid mud tanks; and
 4. #12 port and starboard liquid mud tanks.

~~(NOTE: While currently clean, the #12 port and starboard tanks are in the same tank segregation as the #10 port and starboard tanks containing the cargo of calcium.)~~

~~b. Tanks containing cargo~~

*#10 port and starboard liquid mud tanks.
contain cargo residue.*

W.D.

~~5. The #10 port and starboard liquid mud tanks contain approximately 2000 bbls of calcium.~~ WD

BD7
D) CHARTERER SHALL REMAIN RESPONSIBLE FOR ANY TANK CLEANING AS SET FORTH IN THE VESSEL CHARTER.
~~D) CHARTERER AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS, OWNER FROM ANY AND ALL LOSS, AND DAMAGE, INCLUDING CONSEQUENTIAL LOSS, TO THE CARGO OF CALCIUM CARRIED IN THE #10 LIQUID AND TANKS IRRESPECTIVE OF THE CAUSE OF SUCH LOSS, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OR FAULT OF OWNER, OR THE UNSEAWORTHINESS OF ANY VESSEL, OR THE COMINGLING OR MIXING OF ANY CARGOS, AND CHARTERER SHALL REMAIN RESPONSIBLE FOR ANY TANK CLEANING AS SET FORTH IN THE CHARTER.~~

E) Fuel and lube soundings will be taken by Owner at the commencement and ending of the Suspension Period (the "On and Off Charter Soundings"). Upon re-delivery of the vessel to Charterer, Owner shall reimburse Charterer via fuel credits for any usage of fuel and/or lube during the Suspension Period. Such usage volume shall be confirmed by the On and Off Charter Sounding reports.

All other terms and conditions of the Vessel Charter remain in full force and effect except as specifically amended herein.

HORNBECK OFFSHORE SERVICES LLC

Print Name: Don Jald

Title: VP of Ops, WBSU Person

Date: June 17, 2011

ATP OIL & GAS CORPORATION

Print Name: William F. Langley

Title: Deputy Manager - ATP

Date: 6/17/11